
MANAGEMENT DIRECTIVE

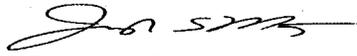
515.4
Amended
Number

COMMONWEALTH OF PENNSYLVANIA GOVERNOR'S OFFICE

Subject:

Seniority Rights Of Commonwealth Employees

By Direction Of:


Joseph S. Martz, Secretary of Administration

Date:

July 12, 2006

This amendment incorporates significant changes to seniority-related policies and procedures for maintaining seniority data. However, it does not establish new policies in these areas. Table 1 and 2 in the Enclosure have also been updated. These tables summarize the different types of seniority and the purpose for which each is used for each collective bargaining agreement and memorandum of understanding. Because of the extent of the changes, marginal dots have been excluded.

1. **PURPOSE.** To announce policies and procedures for calculating, recording, and using seniority information.
2. **SCOPE.** This directive applies to employees covered by collective bargaining agreements (agreements) or memoranda of understanding (memoranda) in all agencies, boards, and commissions under the Governor's jurisdiction and to employees of those independent agencies which participate in the SAP HR/Payroll.
3. **DEFINITIONS.**
 - a. **Break in Service.** An event which results in loss of accrued seniority. However, previously accrued seniority must be restored after a break in service if employees return to permanent employment within the time period, usually one year, specified in the appropriate agreement or memorandum.
 - b. **Seniority Unit.** A group of employees in a class within an affected institution, bureau, agency, or departmental operational structure in a given geographic work area.
 - c. **Recall Period.** A period during which a furloughed employee has contractual rights to positions within the seniority unit.
 - d. **Entry-Level Classification.** A job classification identified jointly by the Commonwealth and the employee representative as one to which contractual provisions relating to promotion and filling of vacancies do not apply.
 - e. **Confidential Employee.** An employee identified as confidential in SAP pursuant to the provisions of *Management Directive 590.2, Confidential Positions and Employees.*

f. Superseniority Status. A status that accords designated employees limited protection from furlough. The Commonwealth has reached agreement with the certified employee representatives regarding the number of employees who can be granted this status. The specific individuals accorded this status are determined by the appropriate employee representative, and notice of that designation is provided to the Bureau of Labor Relations.

g. Qualifying Military Service. Military service during one or more of the periods specified in the appropriate agreement or memorandum. When an agreement or memorandum is silent with regard to military credit for purpose of furlough, the dates contained in the seniority article of the AFSCME Master Agreement should be used. Periods of qualifying military service are added to employees' seniority for purpose of furlough.

h. Permanent/Temporary Employees. Employees who, respectively, meet the definition of "permanent employee" or "temporary employee" in *Management Directive 505.7, Personnel Rules*.

4. POLICY. Seniority provisions are contained in collective bargaining agreements and memoranda of understanding executed between the Commonwealth and employee organizations. This directive contains policies and procedures that are common to most agreements and memoranda. It is not, however, a compendium of all seniority provisions from every agreement and memorandum. Consequently, the seniority provisions of the specific agreement and memorandum **must** be reviewed when guidance is required regarding a seniority-related issue.

a. Calculation of Seniority.

(1) Seniority information is to be calculated for all employees encompassed within Section 2. Employees accrue seniority on the basis of the number of regular hours paid each biweekly pay period, plus the number of hours charged to certain categories of leave without pay (LWOP). The categories of LWOP for which employees receive seniority credit are specified in the respective agreement or memorandum. The total number of biweekly hours (regular hours paid plus creditable LWOP hours) is divided by 7.5 or 8, as applicable, and rounded up to arrive at the number of days to be added to the accrued seniority total. **Exceptions:**

(a) Part-time employees in the Liquor Store Clerks (M1/M7) unit, accrue 10 days of seniority for each pay period in which they work at least eight hours.

(b) Seniority for employees in the State Police (L1) unit is based on the date of various personnel actions, e.g. date of hire (enlistment) for furlough bump and date of appointment to current rank for furlough and recall. See Table 1 for more detail. This date is adjusted for periods of suspension or leaves without pay of 28 days or longer, except for parental leave, medical leave, and family care leave.

(c) Seniority for employees in the Instructional Tenured (D4) unit is based upon most recent date of hire into the unit at the school where the individual is employed. Seniority dates are not adjusted for leaves of absence or suspensions.

(d) Seniority for employees in the Adult Corrections Education (E4/E7) unit is based upon most recent date of hire into the unit. Under the circumstances defined in the agreement, employees may receive credit for service with certain other employers prior to commencement of their Commonwealth employment. Seniority dates are not adjusted for leaves of absence or suspensions.

(2) A break in service longer than one year will cause the loss of accrued seniority, and seniority accrual begins again with the date of an employee's return. Employees who return from a break in service that does not exceed one year are credited with seniority accrued prior to the break (except for H1 unit employees who move out of the unit to another Commonwealth position). An approved leave of absence of more than one year does not constitute a break in service, nor (except for the C4, C5, H1, and M2 units) does movement out of the unit to another Commonwealth position result in a break in service. In each of these cases, however, employees who later return to the unit do not receive seniority credit for the period of absence.

(a) The events listed below constitute breaks in service for AFSCME-represented employees (A1, A2, A4, A7, B1, B2, B4, G1, G2, G4, G5, J1, J2, K1, K2, K8, N1, and N2 units); PSSU-represented employees (F1, F2, F4, F5, and I5 units); PSCOA-represented employees (H1 unit); FOP, Liquor Control Board Lodge-represented employees (K4 unit); PLCB Enforcement Officer 3-represented employees (K5 unit); Liquor Store Managers-represented employees (M2 unit); District 1199P, SEIU-represented employees (P4 and P7 units); OPEIU-represented employees (P5 unit); UGSOA-represented employees (R1 and R2 units); PSRA-represented employees (R4 unit); NTTCEA/PSEA-represented employees (S4 unit); PDA-represented employees (T4 and T5 unit) and PUC Bar Association-represented employees (Z4 unit). For the H1 unit, in addition to the events listed below as breaks in service, employees suffer a break in service anytime they accept a Commonwealth position in a classification outside the H1 unit. Similar, but not identical, lists of events are included within the seniority provisions of other agreements and memoranda. Agencies should refer to those provisions when calculating seniority for employees covered by those agreements or memoranda.

- 1** Resignation.
- 2** Separation for just cause.
- 3** Retirement.
- 4** Absence without leave for five consecutive workdays.
- 5** Failure to report after end of leave.
- 6** Acceptance of other permanent employment while on leave.

7 Failure to report within 10 consecutive workdays of recall from layoff or furlough. **(NOTE:** PSSU-represented employees in the I5 unit and UFCW-represented employees in the M1 unit suffer a break in service if they do not report within 5 days.)

8 Expiration of recall period without having been reemployed. **(NOTE:** For furloughed employees, a break in service commences upon expiration of recall rights. Seniority does not accrue during periods of furlough, except as specifically required by the terms of the agreement or memorandum. UFCW-represented employees (M1 unit) and PUC Bar Association-represented employees (Z4 unit) do not suffer a break in service when their recall period expires.)

9 Approval by the State Employees' Retirement Board (SERB) of an application for benefits filed by employees on furlough. **(NOTE:** PSSU-represented employees in the F1, F2, F4, and F5 units suffer a break in service only if, at the time of SERB approval, they are superannuated or they retire under a special retirement incentive program. FOP-represented employees in the K4 and L4 units, UFCW-represented employees in the M1 unit, PSRA-represented employees in the R4 unit, and NTTCEA/PSEA-represented employees (S4 unit) do not suffer a break in service if SERB approves their application for benefits while they are on furlough.

(b) Exceptions:

1 For employees in the Liquor Store Clerks (M1/M7) unit or Liquor Store Managers (M2) unit, a break in service that exceeds **two** years will result in loss of prior service, except that Liquor Store Clerks unit employees whose breaks in service result from a promotion out of the bargaining unit will always be credited upon return to the unit with all service previously accrued in the unit.

2 Employees in the Instructional Tenured (D4) unit, Adult Corrections Education (E4) unit, and State Police (L1) unit do not lose accrued seniority when a break in service occurs, regardless of the duration of the break. They do not, however, continue to accrue seniority during the break in service.

(3) Periods of service in the Armed Forces of the United States during wars declared by the Congress of the United States or during periods of armed conflict, are to be added to employees' accrued seniority for purpose of furlough only. Employees are responsible for providing proof of any military service claimed to their agency. Seniority data used for furloughing should be adjusted to include all active duty during the following periods:

(a) World War I, April 6, 1917 to November 11, 1918;

(b) World War II, December 7, 1941 to September 2, 1945;

(c) Korea, June 25, 1950 to July 27, 1953; and

(d) Vietnam, August 5, 1964 to January 28, 1973.

b. Seniority is to be applied only in circumstances involving the same agreement or memorandum and geographical unit; it is not to be applied between agreements or memoranda or between seniority units within an agreement or memoranda, except where the provisions of an agreement or memorandum specifically require it. For example, the AFSCME Master Agreement provides that AFSCME-represented first-level supervisory employees affected by furlough may utilize any accrued Master Agreement seniority to bump back into a class previously held or a lower class in the class series of a class previously held covered by the Master Agreement.

Employees who are promoted, demoted, or reclassified from a classification which is either not represented for collective bargaining purposes or which is covered by a particular agreement or memorandum, must begin again to accrue seniority when moved to a classification which is covered by a different agreement or memorandum. **Exceptions:**

(1) If the employees described above subsequently return to their previous agreement or memorandum-covered position, they should be credited with the seniority previously accrued in that unit.

(2) Employees who have their classification changed through action by the Pennsylvania Labor Relations Board from nonrepresented status to that of being represented by AFSCME, should receive seniority credit for time spent in the previously nonrepresented class.

c. Seniority accrued during service in the judicial and legislative branches and in agencies not under the Governor's jurisdiction is not to be carried over when an employee transfers or begins employment in an agency under the Governor's jurisdiction or vice-versa. Calculation of seniority data begins with the date of employment in an agency under the Governor's jurisdiction or, in the situation of an employee moving from an agency under the Governor's jurisdiction to an independent agency, with the date of subsequent employment in the independent agency.

d. When employees transfer from Non-Civil Service to Civil Service, seniority accrued during Non Civil Service is to be carried over to Civil Service. When employees transfer from Civil Service to Non-Civil Service, seniority accrued during Civil Service is to be carried over to Non-Civil Service. Non-Civil Service employees may not, however, utilize their seniority to achieve a promotion, transfer, or bump into a Civil Service position except in the limited situation described in *Management Directive 580.24, Promotion of Employees in Unskilled Positions into the Classified Service*.

e. Temporary Employees.

(1) When employees go from temporary to permanent, seniority is calculated beginning on the date the employees become permanent. **Exceptions:** Seniority is calculated beginning on the date of **full-time** temporary employment when full time temporary employees are assigned to full-time permanent positions, or when they achieve permanent employee status, without any break in service or without a break in service that exceeds the permissible length established in the agreement or memorandum which covers the employees. For example, the length of break in service allowed under the AFSCME Master Agreement is one year, so this exception would apply if full-time temporary employees returned from a break in service to full-time permanent positions within one year.

(2) Temporary employees covered by the AFSCME Master Agreement (A1, A4, B1, B4, G1, G4, J1, K1, and N1 units) or Master Memorandum (A2, B2, G2, G5, J2, K2, and N2 units) and the UGSOA agreement and memorandum (R1 and R2 units) accrue seniority that is utilized for the purpose of selection for permanent vacancies that occur in their same or lower level classification within the class series within their seniority unit. Some or all of this accrual may be carried over to the employees' permanent positions if the conditions set forth in Section 4.e.(1)(a) are met.

(3) If it becomes necessary to reduce the number of temporary employees, any temporary employees separated shall be terminated, not furloughed. Employees on furlough status who are terminated from temporary positions should be returned to furlough status.

(4) See Section 4.f. for guidance concerning permanent employees in furlough status who accept temporary positions.

f. The following provisions apply to furloughed employees who accept temporary employment:

(1) Recall periods are extended by the time served in a temporary capacity.

(2) Time served in a temporary capacity is not added to seniority accrual for recall. However, if employees are recalled to a permanent position, they will receive seniority credit at that time for the period served in a temporary capacity.

g. Entrance-level Positions.

(1) Contractual provisions regarding promotion by seniority are not applicable to entrance-level positions. These positions may be filled in accordance with Civil Service Rules or other applicable procedures. The provisions of an agreement or memorandum may, however, require the posting of entrance-level vacancies prior to them being filled.

(2) If no position (vacant or filled) in an entrance-level classification exists within a seniority unit, then the lowest classification which is utilized (vacant or filled) within the classification series in the seniority unit is considered the entrance-level classification.

h. Superseniority.

(1) Superseniority status is applicable only in furlough situations. It is not considered for purposes of promotion, shift preference, vacation selection, or any other purpose for which seniority is considered.

(2) Superseniority status protects employees in furlough situations from being bumped laterally or down into a lower classification, but it does not require that employees be retained in their classification if all positions in that classification in the seniority unit are being eliminated. Rather, it permits the designated employees to retain their classification in preference to other more senior employees if, but for their superseniority status, the employees would be required to bump or be furloughed. **Exception:** PSSU-represented employees in the F1, F2, F4, and F5 units with superseniority status may, consistent with application of the furlough provisions of the agreement or memorandum, be bumped out of their current classification into a lower level class in that same class series. However, they should then be the last employee furloughed in their seniority unit and class series.

(3) Employees receive superseniority status upon appropriate and timely notice from the employee representative to the Bureau of Labor Relations. Agencies should contact the Bureau in the event of furlough to determine the superseniority status of affected employees.

i. Application of Seniority to Confidential Employees.

(1) Confidential employees, although employed in a classification included within a certified bargaining or first-level supervisory unit, are not members of that unit. Consequently, contractual provisions relating to seniority, including but not limited to those concerning promotion and furlough, are not applicable to employees occupying confidential positions.

(2) Confidential employees do not accrue seniority while occupying confidential positions, except as provided in paragraph (3). Employees do, however, retain any seniority previously accrued in nonconfidential positions, but may not exercise seniority rights while occupying confidential positions. Confidential employees who, at their own request, are transferred, demoted, or promoted into nonconfidential positions are credited upon their return to the certified unit with seniority previously accrued in nonconfidential positions.

(3) Employees whose confidential status is removed at the initiative of their agency receive seniority credit for the time spent in their confidential position, as well as for any seniority previously accrued in nonconfidential positions.

j. When employees' positions are downgraded to lower classifications covered by the same agreement, the classification seniority earned in the higher classification will be carried into the lower classification.

5. RESPONSIBILITIES.

a. The Office of Administration (OA), Bureau of Classification, Compensation & Workplace Support, is responsible for maintaining lists of classification series and entrance-level positions.

b. The OA, Bureau of Labor Relations, is responsible for:

(1) Coordinating proposed changes to seniority units with affected agencies and employee organizations; and

(2) Maintaining and distributing, when requested, lists of employees who have been granted superseniority status by an employee organization.

c. Agencies are responsible for:

(1) Adjusting seniority data when employee returns to a job (class) previously held, transactions are processed retroactive to the agency go-live date, when employees return from long-term leaves without pay retroactive to the agency go-live date for which seniority is accrued, and when miscellaneous seniority adjustments are required as described in Section 6.a.(3). Temporary clerical pool and custodial pool employees going to an AFSCME -covered class with no break in service require a manual adjustment to seniority. Refer to BPP, *Time Specification/Employment Period and Seniority Calculation, IT552*, for detailed instructions on maintaining seniority.

(2) Infotype 552 maintains seniority days for job and military time. Agency users may have miscellaneous adjustments on subtype JOB which may include creating job records or adjusting the job title. Military seniority is maintained under subtype MIL via 552 which requires creating the MIL record and establishing the military seniority days. Refer to BPP, *Time Specification/Employment Period and Seniority Calculation, IT552*, for detailed instructions on maintaining seniority.

(3) Notifying the OA, Bureau of Labor Relations, when a change in seniority unit is required.

(4) Contacting the OA, Bureau of Labor Relations, in furlough situations to request information regarding employees with superseniority status.

(5) Manual maintenance of superseniority and seniority research status on employees must be maintained in the agency human resource office. The seniority research status on prior IPPS records can be viewed through the Time and Attendance Leave Balance and Seniority Data Menu via the internet through PTA015.

6. PROCEDURES.

a. Maintaining employee seniority. Procedures within SAP to maintain seniority accrual in accordance with Commonwealth policy and the various agreements and memoranda are automated except as described in paragraphs (1)(b), (2)(a) and (b), and (3). Agency Human Resource Offices must manually adjust seniority data in the circumstances described in paragraphs (1)(b), (2)(a) and (b), and (3).

(1) Where the seniority is accrued in days:

(a) The biweekly accrual is applied to employee's seniority records for the position occuseniority in the following situations:

1 When employee transactions are processed retroactive to the agency go-live date, adjustments are required. These adjustments are performed via PA30, Infotype 2012 to both job and bargaining unit (if changing). Refer to BPP, *Time Specification/Employment Period and Seniority Calculation, IT552*, for detailed instructions on maintaining seniority.

2 When employee transactions are processed to return the employee to the job previously held. These adjustments are also performed via PA30, Infotype 2012 to both job and bargaining unit (if changing) and IT552. Refer to BPP, *Time Specification/Employment Period and Seniority Calculation, IT552*, for detailed instructions on maintaining seniority.

3 When employees returns from long-term leaves without pay that spans more than one year, the agency will need to review and determine if action needs to be taken. These adjustments are performed via PA30, Infotype 2012 to both job and bargaining unit (if changing). Refer to *PA Alert 2004-21* attachment, *Seniority Rule Chart for Attendances and Absences*, for a list of absences.

4 When employees returns from long-term leaves without pay and effective date is prior to the agency go-live date. These adjustments are also performed via PA30, Infotype 2012 to both job and bargaining unit (if changing). Refer to BPP, *Time Specification/Employment Period and Seniority Calculation, IT552*, for detailed instructions on maintaining seniority.

5 Additional minor adjustments may be required. Refer to BPP, *Time Specification/Employment Period and Seniority Calculation, IT552*, section entitled "Other Required Manual Updates".

6 All bargaining unit seniority reflected in IPPS for active employees was converted at the time of the agency go-live. Job seniority is only maintained in SAP based on job held at go live and any jobs acquired since go live. Current job seniority was converted at the time of the agency go-live. Job seniority for jobs held prior to go-live can not be maintained in SAP. Agency Human Resource Offices must manually correct and keep these updates in the employee's personnel folder. If the employee returns to a job held prior to go-live, a manual update to the job and/or BU seniority balance would be required.

7 When viewing employee seniority, Agency Human Resource Offices must refer to the Time and Attendance Leave Balance and Seniority Data Menu via the internet through PA015 for job seniority in previous jobs held. Seniority in SAP can be viewed through PA20, Infotype 552 or the Employee Seniority Summary Report.

(2) Where seniority is **not** accrued in days, i.e., Instructional Tenured unit (D4), Adult Corrections Education unit (E4), and State Police unit (L1):

(a) Adjustments are not required for any employment periods without pay for employees in the D4 and E4 units. However, if employees terminate, voluntarily or involuntarily, and subsequently return to work, the seniority date will be the more recent date of hire. **Exception:** If the return to work is the result of a grievance settlement, arbitration award, or other litigation **reinstating** the employee, the seniority date will remain the earlier date.

(b) Adjustments are not required to any employment periods without pay **of less than 28 consecutive calendar days** for employees in the L1 unit. Seniority dates in the event of termination will be determined in the same manner as for the D4 and E4/E7 units in paragraph (a).

(c) Adjustments required pursuant to the requirements in paragraphs (a) and (b) are performed on-line through SAP via PA30, Infotype 0041. Refer to BPP, *Time Specification/Employment Period and Seniority Calculation, IT552*, for detailed instructions on maintaining seniority.

b. Maintaining geographical seniority units.

(1) Agency Human Resources Offices are responsible for defining each geographical/organizational seniority unit using personnel area and bargaining unit maintained in SAP. This definition data is maintained on a Header Table in SAP. IT9105 is updated on the employee positions record to identify the appropriate geographical/organizational Seniority Unit. Personnel transactions are validated to ensure that each position covered by seniority provisions has the appropriate geographical/organizational Seniority Unit assigned.

(2) Agency Human Resource Offices are responsible for communicating changes in Geographical/Organizational Seniority Units to the OA, Operations Division Division. If the change constitutes a redefinition of geographical/organizational seniority units as specified in a current agreement or memorandum, the requested change must first be forwarded to OA, Bureau of Labor Relations, for approval.

(3) The OA, Bureau of Labor Relations, will seek concurrence for requested changes in seniority units from the appropriate employee representative. If approved by OA, Labor Relations, the Agency Human Resource Office must submit a help desk ticket including Personnel Area, Bargaining Unit, Promotion and Furlough Unit (short and long text) to update the SAP table.

(4) Agency Human Resource Offices are responsible for processing appropriate personnel transactions to incorporate changes in seniority units.

Enclosures:

- 1 – Table 1, Non-supervisory Collective Bargaining Agreements
- 2 – Table 2, First-level Supervisory memoranda of Understanding

This directive replaces, in its entirety, by *Management Directive 515.4* dated November 14, 1979.

**TABLE 1
NON-SUPERVISORY COLLECTIVE BARGAINING AGREEMENTS**

Unit/Union	Bargaining Unit Code	Seniority/Service Types	Usage
<p>Master Agreement/ Federation of State, County and Municipal Employees (AFSCME)</p> <p>Master Agreement Unit Appendices</p>	<p>A1,A4,A7, B1,B4,G1,G4 J1,K1,N1</p>	<p>Master Agreement</p> <p>Classification seniority</p> <p>Qualifying military service</p>	<p>Promotion/furlough/recall/ placement/scheduling annual and personal leave/shift preference/ of mandatory assignment (non-voluntary) overtime in DOT, J1 Unit only</p> <p>Assignment of mandatory (non- voluntary) overtime (except DOT employees in J1 Unit)</p> <p>Added to Master Agreement seniority for furlough</p>
<p>Maintenance & Trade</p>	<p>J1</p>	<p>Master Agreement</p>	<p>Selection for training/assignment of mandatory (non-voluntary) overtime in DOT/DOT specialized crew selection/DOT summer reporting site assignment/DOT winter stockpile assignment/ selection for holiday standby time assignment in DOT/ assignment of equipment</p>
<p>Human Services Unit</p>	<p>N1</p>	<p>Master Agreement</p>	<p>Scheduling personal, holiday compensatory leave and annual leave requests received on the same date after the selection period</p>
<p>Technical Services Unit</p>	<p>B1</p>	<p>Master Agreement</p>	<p>DOT Seasonal winter reassign- ment/Reassignment associated with natural disaster recovery effort in DOT</p>
<p>Professional Administrative and Fiscal Unit</p>	<p>A4</p>	<p>Master Agreement</p>	<p>Transfer of Licensing Analysts in LCB</p>
<p>Social Workers/ Pennsylvania Social Services Union (PSSU)</p>	<p>F1,F4</p>	<p>Bargaining unit</p>	<p>Promotion/furlough/recall/ placement scheduling annual and personal leave and Holiday work shift preference/permanent transfers between geographic locations/overtime assignment/ Temporary Energy Assistance Worker assignment/assignment to Employment and Training Units DAPS in certain specified CAOS</p>

Unit/Union	Bargaining Unit Code	Seniority/Service Types	Usage
Social Workers/ Pennsylvania Social Services Union (PSSU)		Straight time compensable hours Qualifying military service	UC claims Intermittent Intake Interviewers-pacing into and recalling from no pay status Added to bargaining unit seniority for furlough
Corrections Officers/ Pennsylvania State Corrections Officers Association (PSCOA)	H1	Bargaining unit Classification Classification at the Work Site Qualifying military service	Furlough/recall/overtime/assignment/scheduling combined leave/TWOC assignment of greater than 20 day duration Promotion/permanent job assignment Shift preference Added to bargaining unit seniority for furlough
State Police/ Pennsylvania State Transfer Troopers Association (PSTA)	L1	Total period of continuous service from date of appointment to current rank Total period of continuous service from date of enlistment Various (see Article 37 of collective bargaining agreement) Qualifying military service	Furlough/recall/involuntary intratrop transfer Furlough bump Specialized positions and training Added to each seniority type for furlough
Nurses/ District 119P, Service Employees International Union	P4,P7	Bargaining unit Total period of service in state government	Furlough/recall/placements preference/lateral transfer into vacancy/staff /realignment/ involuntary transfer between state health centers/scheduling of educational leave under Article 41, Professional Education Program/ Selection of permanent part-time employees to permanent full-time vacancies/Selection of temporary employees to fill vacancy in same class series/Selection of PRN Nurse to fill vacant RN or Forensic RN position Scheduling personal leave

Unit/Union	Bargaining Unit Code	Seniority/Service Types	Usage
Nurses/ District 1199P, Service Employes International Union		Total period of service with the employer Qualifying military service	Scheduling annual leave Added to bargaining unit seniority for furlough
Liquor Store Clerks/ United Food and Commercial Workers (UFCW)	M1,M7	Bargaining unit Bargaining unit (within county) Bargaining unit (within supervisory district or county, whichever is smaller) Bargaining unit (within store) Qualifying military service	Furlough/reassignment /recall/ scheduling annual leave reassignment of Intermittent LSC/ reassignments resulting from store inventory losses/assignment of additional hours outside their store to regular part-time employees Transfer within the county (LSC1, LSC2), and Liquor Stock Clerk Scheduling of LSC 1s for Sunday work when there are insufficient volunteers from Sunday stores within supervisory district or county Assignment of additional hours within their store to regular part- time employees Added to bargaining unit seniority for furlough
Educational and Cultural Professionals/Federation of State Cultural and Educational Professionals (FOSCEP)	C4	Bargaining unit Qualifying military service	Furlough/recall/scheduling annual and personal leave and holiday work Added to bargaining unit seniority for furlough
Corrections Education Teachers/Correctional Institution Vocational Education Association (CIVEA)	E4,E7	Bargaining unit Total period of continuous service at the institution Qualifying military service	Furlough/recall/shift preference and work assignments for CAS's/ filling intermittent wage positions Scheduling annual and personal leave Added to bargaining unit seniority for furlough

Unit/Union	Bargaining Unit Code	Seniority/Service Types	Usage
Physicians/Pennsylvania Doctor's Alliance (PDA)	T4	Total years of continuous service in current class series Total period of service Qualifying military service	Furlough/recall/placement Scheduling annual leave Added to continuous service for furlough
Security Officers/ United Government Security Officers of America (UGSOA)	R1	Bargaining unit Bargaining unit, at the worksite Classification Qualifying military service	Furlough/recall/placement Scheduling annual and personal leave/assignment of mandatory (non-voluntary) overtime Promotion/shift preference Added to bargaining unit seniority for furlough
Game Conservation Officers/American Federation of State, County and Municipal Employees (AFSCME)	K8	Bargaining unit Classification Qualifying military service	Promotion/furlough/recall/placement Scheduling annual and personal leave Added to bargaining unit seniority for furlough
Liquor Enforcement Vacancies Officers/ Fraternal Order of Police, Liquor Control Board Lodges	K4	Bargaining unit Bargaining unit at the worksite Qualifying military service	Furlough/recall/filling vacancies Scheduling annual and personal leave Added to bargaining unit seniority for furlough
Tenured Teachers/ Pennsylvania State Education Association (PSEA)	D4	Bargaining unit Bargaining unit, at the worksite Qualifying military service	Furlough/recall Scheduling annual and personal leave Added to bargaining unit seniority for furlough

Unit/Union	Bargaining Unit Code	Seniority/Service Types	Usage
Capitol Police/Fraternal Order of Police, Capitol Police Lodge #85 (FOP, Lodge #85)	L4	Bargaining unit Bargaining unit, at the worksite Classification Qualifying military service	Furlough/recall Scheduling annual and personal leave Shift preference/assignment of mandatory (non-voluntary) overtime Added to bargaining unit seniority for furlough
State Park Rangers/ Pennsylvania State Park Officers Association (PSPOA)	R4	Bargaining unit Bargaining unit, at the worksite Classification Qualifying military service	Furlough/recall/placement Scheduling annual and personal leave/begin and return from LWOP (for lack of work) for seasonal employees Shift preference/assignment mandatory (non-voluntary) overtime Added to bargaining unit seniority for furlough
Non-Tenured Teachers/ Pennsylvania State Education Association (PSEA)	S4	Bargaining unit Total period of continuous service at Hiram G. Andrews Center Total period of continuous service Qualifying military service	Furlough/recall Vacation scheduling Personal leave scheduling Added to bargaining unit seniority for furlough
PUC Attorneys/ Commonwealth Bar Association	Z4	Bargaining unit	Furlough/recall/promotion

**TABLE 2
FIRST-LEVEL SUPERVISORY MEMORANDA OF UNDERSTANDING**

Unit/Union	Bargaining Unit Code	Seniority/Service Types	Usage
<p>Master Memorandum/ American Federation of State, County and Municipal Employees (AFSCME)</p> <p>Master Agreement Unit Appendices</p>	<p>A2,B2,G2,G5,J2, K2,N2,</p>	<p>Master Memorandum</p> <p>Classification</p> <p>Total years of service with employer</p> <p>Qualifying military service</p>	<p>Furlough</p> <p>Promotion/shift preference/ assignment of mandatory (non-voluntary) overtime</p> <p>Scheduling annual and personal leave</p> <p>Added to Master Memorandum seniority for furlough</p>
<p>Maintenance & Trade</p>	<p>J2</p>	<p>Master Memorandum</p> <p>Classification</p>	<p>DOT winter stockpile assignment</p> <p>Selection for training/DOT specialized crew selection/ selection for holiday stand by time assignment in DOT</p>
<p>Human Services Unit</p>	<p>N2</p>	<p>Total years of service with the employer</p>	<p>Scheduling personal holiday, compensatory leave and annual leave requests received on the same date after the selection period</p>
<p>Technical Services Unit</p>	<p>B2</p>	<p>Master Memorandum</p> <p>Classification</p>	<p>Reassignment associated with natural disaster recovery effort in DOT</p> <p>DOT seasonal winter reassignment</p>
<p>Supervisory Social Workers/Pennsylvania Social Services Union (PSSU)</p>	<p>F2,F5</p>	<p>Supervisory unit</p> <p>Qualifying military service</p>	<p>Promotion/furlough/recall/ scheduling annual and personal leave and holiday work/shift preference/permanent transfers between geographic locations/ overtime assignments</p> <p>Added to supervisory unit seniority for furlough</p>

Unit/Union	Bargaining Unit Code	Seniority/Service Types	Usage
Supervisory Nurses/OPEIU Healthcare Pennsylvania, Local 112 (OPEIU)	P5	Supervisory unit Total years of service with the employer Total years of service in state personal leave government Qualifying military service	Promotion/furlough/recall/ placement/shift/preference/lateral transfer in vacancy/staff realignment/scheduling of educational leave under Recommendation 39, Professional Education Program Scheduling annual leave Scheduling personal leave Added to supervisory unit seniority for furlough
Liquor Store Managers/ Independent State Store Union (ISSU)	M2	Supervisory unit Classification Qualifying military service	Furlough/recall/scheduling of annual leave Store assignment/Staffing Sunday stores Added to supervisory unit seniority for furlough
Supervisory Educational and Cultural Professionals/ Federation of State Educational and Cultural Professionals (FOSCEP)	C5	Supervisory unit Qualifying military service	Furlough/recall/scheduling of annual and personal leave and holiday work Added to supervisory unit seniority for furlough
Supervisory Physicians/ Pennsylvania Doctor's Alliance (PDA)	T5	Length of continuous service in current class series Total years of service Qualifying military service	Furlough/recall/placement Scheduling annual and personal leave Added to continuous service for furlough
Supervisory Security Officers/United Government Security Officers of America (UGSOA)	R2	Supervisory unit Supervisory unit, at the worksite Classification Qualifying military service	Furlough/recall/placement Scheduling annual and personal leave/assignment of mandatory (non-voluntary) overtime Promotion/Shift preference Added to supervisory unit seniority for furlough

Unit/Union	Bargaining Unit Code	Seniority/Service Types	Usage
Supervisory Liquor Enforcement Officers/ Enforcement Officer 3 Meet and Discuss Unit	K5	Supervisory unit Qualifying military service	Furlough/recall/permanent transfer scheduling of annual and personal leave Added to supervisory unit seniority for furlough